

# EXHIBIT F



**By Electronic Mail**

January 11, 2021

Paul Herriott

Re: *Your Continuing Obligations to Willis Re Inc.*

Dear Paul:

I am the Chief Counsel for Willis Re. Inc. (“Willis Re”). This letter will serve to acknowledge receipt of your notice of resignation under your Employment Agreement, including the attached Confidentiality Agreement (together “Agreement”) each with an effective date of May 2, 2003 (a copy of which will be sent to you under separate cover) and to provide certain information regarding your continuing obligations to Willis Re.

**1. Notice** – Pursuant to your Agreement, you are required to provide Willis Re with fifteen (15) calendar days’ prior written notice. Accordingly, your notice period will end on January 21, 2021, which shall be your last day of employment (the “Termination Date”). The period between January 6, 2021 and the Termination Date shall be known as the “Notice Period.”

During the Notice Period, you will continue to perform your duties and responsibilities and perform work in accordance with expectations conveyed by your manager. The following terms and conditions apply during the Notice Period:

- As set forth in your Agreement, you shall continue to owe an undivided duty of loyalty to Willis Re which means, among other things, that you may not take any action to solicit, divert, or take any business from Willis Re clients or prospective clients, nor may you solicit any employee(s) or take any actions that are contrary to the business interests of Willis Re.
- You may not commence employment with any competitor of Willis Re.
- It is expected that you will cooperate fully and faithfully with Willis Re’s transition of your duties and responsibilities. You shall remain readily accessible during all normal business hours to receive and promptly return business calls, successfully meet all performance standards, and adhere to all policies and procedures including the Code of Conduct.
- During your Notice Period, you shall not perform any work on behalf of Willis Re or contact any Willis Re clients unless specifically requested by Jim Bradshaw, Doug May or Jon Hammar or their designees.
- On or before your Termination Date, or before then upon request, you are to promptly return all of Willis Re’s property, including without limitation, any laptops and mobile



devices, Willis Towers Watson Confidential Information and materials, information and other property, including, but not limited to all documents, papers, records, agreements, notes, memoranda, correspondence, disks, files, electronically stored information, laptop, mobile devices, equipment, and any other Willis Towers Watson property in your possession or control. We will be in contact with you on the mechanics of this return.

- You shall continue to be paid your salary at your regular rate and participate in Willis Re's benefit plans in accordance with the company's standard policies and procedures.

## **2. Preservation Obligations.**

On Thursday January 7, 2021, you received an email instructing that you must preserve and not destroy any of Willis Re's confidential and/or proprietary information. To reiterate, you are under a continuing obligation to preserve any and all electronically stored information and documents in your possession or under your control. Accordingly, you are instructed that you may not delete or destroy any electronically stored information on any mobile phones, tablets, laptops, desktops, external drives, cloud storage, or any other device or platform including, but not limited to, paper documents, e-mail, text messages, social media, communications, application files, and other electronic data in any databases, platforms, or systems relevant or relating in any way to Willis Re, its employees or clients. You shall not restore any devices owned by Willis Re to factory settings. You are prohibited from printing, emailing or downloading any of Willis Re's confidential and/or proprietary information to any personal email account, cloud storage, external hard drive or jump drive, or any other device. You are under a legal obligation to save and not destroy any of the forgoing sources of information, including but not limited to Willis Re's confidential and/or proprietary information stored on your personal mobile phone, personal computer, personal cloud storage, personal external hard drive or jump drive, or any other personal storage device. You are hereby requested to provide me with a list of confidential and/or proprietary information on your personal devices prior to your Termination Date. Willis Re intends to take legal action against colleagues who may have tampered or destroyed company property, using wiping software or otherwise, whether done by themselves, any other person or using an IT firm. Arrangements will be made to provide you with your personal information that may be contained on any devices.

**3. Post-Employment Obligations** – Your Agreement further contains post-employment obligations and restrictive covenants, including obligations not to, directly or indirectly, use or disclose any Confidential Information. This is not an exhaustive list of your obligations which you are contractually bound to follow. You should independently review your Agreement and abide by its terms. You should also review any equity award agreements you received and other agreements you may have with Willis Re which may also contain post-employment obligations and restrictive covenants, and abide with their terms.

**4. Notice under the Defend Trade Secrets Act** - Notwithstanding anything contained in this Agreement or Willis Re's or Willis Towers Watson's policies or procedures that may be in effect from time to time to the contrary, and pursuant to the Defend Trade Secrets Act of 2016, Willis Re provides the following notice:



- An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

Your full compliance with the covenants contained in your Agreement is expected and required. Again, please carefully review your Agreement, and any other agreements to which you are bound, as this letter is not intended to be a complete statement or summary of all of the facts relevant to this matter or of Willis Re's rights in connection with the matters addressed herein or otherwise in connection with your employment with and/or separation of employment.

Be advised that Willis Re does not and will not ignore breaches of the aforementioned restrictive covenants (should such breaches occur), and is prepared to institute any and all legal action necessary to protect its legitimate business interests and to remedy any damages that it may sustain as a result of your unlawful actions. In addition to recovering monetary damages that would result from breaches of such restrictive covenants, Willis Re may seek injunctive relief, as necessary, to enjoin any violations. Willis Re will also seek its attorneys' fees and costs in connection with any such litigation. We trust that such action will not be necessary.

WillisRe 

Thank you for your expected and full cooperation during the Notice Period. Of course, if you have any questions regarding the above, please contact me at your earliest convenience.

Sincerely,



Sheri E. Bloomberg

Chief Counsel

Willis Re Inc.

Attachment

cc: Jim Bradshaw  
Doug May  
Jon Hammar  
Mark Hansen  
Barbara Streams  
LaSherril Matthews  
Rob Lapinsky